

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

SAIDA BIRRUETA, an individual,  
  
Plaintiff,

v.

SEA-MAR COMMUNITY HEALTH  
CENTERS; and TEAMSTERS  
LOCAL NO. 760,  
  
Defendants.

NO: 13-CV-3096-TOR

STIPULATED PROTECTIVE ORDER

BEFORE THE COURT is a Stipulated Protective Order (ECF No. 14),  
which the parties have petitioned the Court to enter. Pursuant to the parties'  
stipulation, **IT IS HEREBY ORDERED:**

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential,  
proprietary, or private information for which special protection may be warranted.  
Accordingly, the parties hereby stipulate to and petition the court to enter the

1 following Stipulated Protective Order. This agreement does not confer blanket  
2 protection on all disclosures or responses to discovery. The protection it affords  
3 from public disclosure and use extends only to the limited information or items that  
4 are entitled to confidential treatment under the applicable legal principles, and it  
5 does not presumptively entitle parties to file confidential information under seal.

6 **2. “CONFIDENTIAL” MATERIAL**

7 “Confidential” material shall include the following documents and tangible  
8 things produced or otherwise exchanged: documents from the personnel file of  
9 Francisco Rios and other documents containing confidential information related to  
10 third parties.

11 **3. SCOPE**

12 The protections conferred by this agreement cover not only confidential  
13 material (as defined above), but also (1) any information copied or extracted from  
14 confidential material; (2) all copies, excerpts, summaries, or compilations of  
15 confidential material; and (3) any testimony, conversations, or presentations by  
16 parties or their counsel that might reveal confidential material. However, the  
17 protections conferred by this agreement do not cover information that is in the  
18 public domain or becomes part of the public domain through trial or otherwise.

1     **4.     ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

2             4.1     Basic Principles. A receiving party may use confidential material that  
3 is disclosed or produced by another party or by a non-party in connection with this  
4 case only for prosecuting, defending, or attempting to settle this litigation.  
5 Confidential material may be disclosed only to the categories of persons and under  
6 the conditions described in this agreement. Confidential material must be stored  
7 and maintained by a receiving party at a location and in a secure manner that  
8 ensures that access is limited to the persons authorized under this agreement.

9             4.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
10 otherwise ordered by the court or permitted in writing by the designating party, a  
11 receiving party may disclose any confidential material only to:

12                 (a)     the receiving party’s counsel of record in this action, as well as  
13 employees of counsel to whom it is reasonably necessary to disclose the  
14 information for this litigation;

15                 (b)     the officers, directors, and employees (including in house  
16 counsel) of the receiving party to whom disclosure is reasonably necessary for this  
17 litigation, unless the parties agree that a particular document or material produced  
18 is for Attorney’s Eyes Only and is so designated;

1 (c) experts and consultants to whom disclosure is reasonably  
2 necessary for this litigation and who have signed the “Acknowledgment and  
3 Agreement to Be Bound” (Exhibit A);

4 (d) the court, court personnel, and court reporters and their staff;

5 (e) copy or imaging services retained by counsel to assist in the  
6 duplication of confidential material, provided that counsel for the party retaining  
7 the copy or imaging service instructs the service not to disclose any confidential  
8 material to third parties and to immediately return all originals and copies of any  
9 confidential material;

10 (f) during their depositions, witnesses in the action to whom  
11 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
12 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating  
13 party or ordered by the court. Pages of transcribed deposition testimony or exhibits  
14 to depositions that reveal confidential material must be separately bound by the  
15 court reporter and may not be disclosed to anyone except as permitted under this  
16 agreement; and

17 (g) the author or recipient of a document containing the  
18 information or a custodian or other person who otherwise possessed or knew the  
19 information.  
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1        4.3 Filing Confidential Material. Before filing confidential material or  
2 discussing or referencing such material in court filings, the filing party shall confer  
3 with the designating party to determine whether the designating party will remove  
4 the confidential designation, whether the document can be redacted, or whether a  
5 motion to seal or stipulation and proposed order is warranted.

6 **5. DESIGNATING PROTECTED MATERIAL**

7        5.1 Exercise of Restraint and Care in Designating Material for Protection.  
8 Each party or non-party that designates information or items for protection under  
9 this agreement must take care to limit any such designation to specific material that  
10 qualifies under the appropriate standards. The designating party must designate for  
11 protection only those parts of material, documents, items, or oral or written  
12 communications that qualify, so that other portions of the material, documents,  
13 items, or communications for which protection is not warranted are not swept  
14 unjustifiably within the ambit of this agreement.

15        Mass, indiscriminate, or routinized designations are prohibited.  
16 Designations that are shown to be clearly unjustified or that have been made for an  
17 improper purpose (e.g., to unnecessarily encumber or delay the case development  
18 process or to impose unnecessary expenses and burdens on other parties) expose  
19 the designating party to sanctions.  
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1 If it comes to a designating party's attention that information or items that it  
2 designated for protection do not qualify for protection, the designating party must  
3 promptly notify all other parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this agreement (see, e.g., second paragraph of section 5.2(a) below), or as  
6 otherwise stipulated or ordered, disclosure or discovery material that qualifies for  
7 protection under this agreement must be clearly so designated before or when the  
8 material is disclosed or produced.

9 (a) Information in documentary form: (e.g., paper or electronic  
10 documents and deposition exhibits, but excluding transcripts of depositions or  
11 other pretrial or trial proceedings), the designating party must affix the word  
12 "CONFIDENTIAL" to each page that contains confidential material. If only a  
13 portion or portions of the material on a page qualifies for protection, the producing  
14 party also must clearly identify the protected portion(s) (e.g., by making  
15 appropriate markings in the margins).

16 (b) Testimony given in deposition or in other pretrial or trial  
17 proceedings: the parties must identify on the record, during the deposition, hearing,  
18 or other proceeding, all protected testimony, without prejudice to their right to so  
19 designate other testimony after reviewing the transcript. Any party or non-party  
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1 may, within fifteen days after receiving a deposition transcript, designate portions  
2 of the transcript, or exhibits thereto, as confidential.

3 (c) Other tangible items: the producing party must affix in a  
4 prominent place on the exterior of the container or containers in which the  
5 information or item is stored the word “CONFIDENTIAL.” If only a portion or  
6 portions of the information or item warrant protection, the producing party, to the  
7 extent practicable, shall identify the protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive  
10 the designating party’s right to secure protection under this agreement for such  
11 material. Upon timely correction of a designation, the receiving party must make  
12 reasonable efforts to ensure that the material is treated in accordance with the  
13 provisions of this agreement.

## 14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges. Any party or non-party may challenge a  
16 designation of confidentiality at any time. Unless a prompt challenge to a  
17 designating party’s confidentiality designation is necessary to avoid foreseeable,  
18 substantial unfairness, unnecessary economic burdens, or a significant disruption  
19 or delay of the litigation, a party does not waive its right to challenge a  
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1 confidentiality designation by electing not to mount a challenge promptly after the  
2 original designation is disclosed.

3       6.2 Meet and Confer. The parties must make every attempt to resolve any  
4 dispute regarding confidential designations without court involvement. Any  
5 motion regarding confidential designations or for a protective order must include a  
6 certification, in the motion or in a declaration or affidavit, that the movant has  
7 engaged in a good faith meet and confer conference with other affected parties in  
8 an effort to resolve the dispute without court action. The certification must list the  
9 date, manner, and participants to the conference. A good faith effort to confer  
10 requires a face-to-face meeting or a telephone conference.

11       6.3 Judicial Intervention. If the parties cannot resolve a challenge without  
12 court intervention, the designating party may file and serve a motion to retain  
13 confidentiality under Local Civil Rule 7.1. The burden of persuasion in any such  
14 motion shall be on the designating party. Frivolous challenges, and those made for  
15 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
16 on other parties) may expose the challenging party to sanctions. All parties shall  
17 continue to maintain the material in question as confidential until the court rules on  
18 the challenge.

1 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2 **PRODUCED IN OTHER LITIGATION**

3 If a party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this action as  
5 “CONFIDENTIAL,” that party must:

6 (a) promptly notify the designating party in writing and include a copy of  
7 the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order  
9 to issue in the other litigation that some or all of the material covered by the  
10 subpoena or order is subject to this agreement. Such notification shall include a  
11 copy of this agreement; and

12 (c) cooperate with respect to all reasonable procedures sought to be  
13 pursued by the designating party whose confidential material may be affected.

14 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
16 confidential material to any person or in any circumstance not authorized under  
17 this agreement, the receiving party must immediately (a) notify in writing the  
18 designating party of the unauthorized disclosures, (b) use its best efforts to retrieve  
19 all unauthorized copies of the protected material, (c) inform the person or persons  
20 to whom unauthorized disclosures were made of all the terms of this agreement,

1 and (d) request that such person or persons execute the “Acknowledgment and  
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
4 **OTHERWISE PROTECTED MATERIAL**

5 When a producing party gives notice to receiving parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other  
7 protection, the obligations of the receiving parties are those set forth in Federal  
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
9 whatever procedure may be established in an e-discovery order or agreement that  
10 provides for production without prior privilege review. Parties shall confer on an  
11 appropriate non-waiver order under Fed. R. Evid. 502.

12 **10. NON TERMINATION AND RETURN OF DOCUMENTS**

13 Within 60 days after the termination of this action, including all appeals,  
14 each receiving party must return all confidential material to the producing party,  
15 including all copies, extracts and summaries thereof. Alternatively, the parties may  
16 agree upon appropriate methods of destruction.

17 Notwithstanding this provision, counsel are entitled to retain one archival  
18 copy of all documents filed with the court, trial, deposition, and hearing transcripts,  
19 correspondence, deposition and trial exhibits, expert reports, attorney work  
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1 product, and consultant and expert work product, even if such materials contain  
2 confidential material.

3 The confidentiality obligations imposed by this agreement shall remain in  
4 effect until a designating party agrees otherwise in writing or a court orders  
5 otherwise.

6 **IT IS SO ORDERED.**

7 The District Court Executive is hereby directed to enter this Order and  
8 provide copies to counsel.

9 **DATED** April 17, 2014.



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A handwritten signature in blue ink that reads "Thomas O. Rice".

THOMAS O. RICE  
United States District Judge

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Eastern District of  
Washington on \_\_\_\_\_ [date] in the case of *Saida Birrueta v. Sea-Mar  
Community Health Centers and Teamsters Local 760*, Docket No. 13-CV-3096  
TOR. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Eastern District of Washington for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_